

AG Contract No. KR95 0764TRN
ADOT ECS File No. JPA 95-62
Section: SR-66 @ Armour Ave.

AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE FLYING J TRAVEL PLAZA, INC.

THIS AGREEMENT is entered into 18 May, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
FLYING J TRAVEL PLAZA, Inc., acting by and through its
President (the "Flying J").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Flying J is empowered to enter into this agreement
and has authorized the undersigned to execute this agreement on
behalf of the Flying J.

3. Incident to an improvement project on State Route 66
at the intersection of Armour Avenue contemplated by the State,
the Flying J has requested design and construction of a 12'
lane with loop detectors for trucks to access the traffic
signal, and close 40' of access north of the intersection, at
an estimated cost of \$10,000.00, all at Flying J expense,
hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction. Incorporate Flying J review comments as appropriate.

b. During construction, at no cost install loop detectors, conduit and wiring into controller cabinets and reprogram the controller to accomodate the detectors. Install temporary barricades at the depressed curb driveway north of the signal.

c. Upon completion and acceptance, provide maintenance.

2. The Flying J will:

a. Review the design documents and provide comments.

b. Call for bids, and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Be responsible for all costs associated with the Project, and for contractor claims for extra compensation.

c. Retain the option to cancel the Project in the event of excessive cost.

d. Upon completion and the written concurrence of the State, approve and accept the Project as complete on behalf of the parties hereto.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon execution by the parties hereto.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

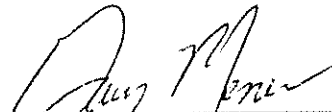
Flying J Travel Plaza, Inc.
Mr. Gary Messer
3300 East Andy Devine
Kingman, AZ 86401

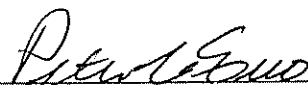
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

FLYING J TRAVEL PLAZA, INC.

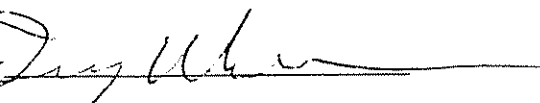
STATE OF ARIZONA

Department of Transportation

By 
GARY MESSER
President

By 
PETER L. ENO
Contract Administrator

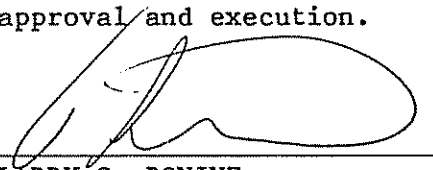
ATTEST

By 
Secretary

RESOLUTION

BE IT RESOLVED on this 12th day of April 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Flying J Travel Plaza in Kingman for the purpose of defining responsibilities for the design of and construction of improvements to the intersection of SR-66 at Armour Avenue.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director